

NOTIFICATION OF ADDENDUM

ADDENDUM NO. 1

DATED 10/28/2009

Control	6202-30-001
Project	RMC - 620230001
Highway	IH0045
County	WALKER

Ladies/Gentlemen:

Attached please find an addendum on the above captioned project. Included in the attachment is an addendum notification which details the changes and the respective proposal pages which were added and/or changed.

Except for new bid insert pages, it is unnecessary to return any of the pages attached.

Bid insert pages must be returned with the bid proposal submitted to the Department, unless your firm is submitting a bid using a computer print out. The computer print out must be changed to reflect the new bid item information.

Contractors and material suppliers, etc. who have previously been furnished informational proposals are not being furnished a copy of the addendum. If you have a subcontractor on the above project, please advise them of this addendum. Acknowledgment of this addendum is not requested if your company has been issued a proposal stamped "This Proposal Issued for Informational Purposes."

You are required to acknowledge receipt of this addendum on the Addendum Acknowledgement form contained in your bid proposal by placing a mark in the box next to the respective addendum.

Failure to Acknowledge receipt of this addendum in your bid proposal will result in your bid not being read.

SUBJECT: PLANS AND PROPOSAL ADDENDUMS

PROJECT: RMC - 620230001

CONTROL: 6202-30-001

COUNTY: WALKER

LETTING: 11/10/2009

REFERENCE NO: 1028

PROPOSAL ADDENDUMS

_ PROPOSAL COVER

_ BID INSERTS (SH. NO.:

X GENERAL NOTES (SH. NO.: 2 OF 2, GENERAL NOTES

X SPEC LIST (SH. NO.: 1 OF 2

X SPECIAL PROVISIONS:

ADDED: 007---639

008---030

DELETED: 007---034

_ SPECIAL SPECIFICATIONS:

ADDED:

DELETED:

X OTHER: PLAN SHEETS

DESCRIPTION OF ABOVE CHANGES

(INCLUDING PLANS SHEET CHANGES)

GENERAL NOTES

ITEM 7 - DELETED 3RD PARAGRAPH

SPEC LIST

ADDED SP 007-639 & SP 008-030

DELETED SP 007-445

PLAN SHEETS

SHEET 4 - ITEM 7, DELETED 3RD PARAGRAPH

SHEET 31 - REVISED TCP (1-1A) DETAIL

SHEET 32 - REVISED TCP (6-1A) DETAIL

Project Number: RMC 6202-30-001

County: Walker, ETC.

Control: RMC 6202-30-001

Highway: IH 45

GENERAL NOTES:

DEBT TO THE STATE:

If the Comptroller is currently prohibited from issuing a warrant to the Contractor because of a debt owed to the State, then the Contractor agrees that any payment owing under the contract will be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid.

GENERAL:

General questions regarding work in Walker County should be referred to:

Mr. Bobby Wells
Maintenance Supervisor
580 I.H.-45 N.
Huntsville, Texas 77320-1120
(936) 295-7491

General questions regarding work in Madison County should be referred to:

Mr. Chuck Heath
Maintenance Supervisor
910 N. May St.
Madisonville, Texas 77864
(936) 348-2759

The Contractor should inspect the work site and evaluate the proposed work prior to bidding.

View plan sheets on-line or download from the web at:

<http://www.dot.state.tx.us/business/plansonline/plansonline.htm>

Order plans from any of the plan reproduction companies shown on the web at:

<http://www.dot.state.tx.us/gsd/plans/companies.htm>

Item 7 LEGAL RELATIONS AND RESPONSIBILITIES:

Workers will wear high visibility safety vests as outer garments at all times when work is being performed.

Prove to the Engineer's satisfaction that employees operating equipment on the travel lanes have a valid State Drivers License issued by one of the United States of America.

Project Number: RMC 6202-30-001

County: Walker, ETC.

Control: RMC 6202-30-001

Highway: IH 45

Item 8 PROSECUTION AND PROGRESS:

This is a multi-site, call-out cable barrier fence repair contract that will commence upon the issuance of a work order by the Engineer or his representative and will continue for one (1) calendar year, or until all funds have been expended, whichever occurs first. Work is continuous during the term of the contract.

Report each day, or as directed, prior to the beginning of work to the maintenance supervisor of the county as to the time(s), location(s), and work expected for inspection and acceptance as it develops and/or is completed.

Do not commence work prior to sunrise and arrange the work such that all equipment and/or personnel will not be on any traveled roadway or picnic area after sunset.

Do not work from narrow side of median unless approved by the Engineer. Obtain approval from Engineer prior to placement of lane closures.

ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING:

Provide all traffic control for this project. Truck Mounted Attenuators (TMAs) will be required for this project if Contractor has lane closures. The traffic control plan will be governed by PART VI of the TMUTCD, the BC standards sheets, and the traffic control standard sheets or as directed by the Engineer. Additional signing and/or barricades shown in the TMUTCD, BC, and TCP standards may be required by the Engineer to insure the safety of the traveling public.

In accordance with Special Provision to Item 502--006, traffic control and barricades will not be paid directly, but will be subsidiary work to the various bid items of the contract.

TCP devices noted with triangle symbol may be omitted as needed or directed by Engineer.

Close entrance ramp in the vicinity of the lane closure as directed by the Engineer in accordance with TCP (6-6)-98A.

ITEM 7224 REPAIR CABLE BARRIER SYSTEM:

Repair cable barrier system in accordance with manufacturer's recommendations as shown on the detail sheet for the Trinity Highway Products, LLC CASS-TL4 Cable Guardrail Safety System.

CONTROL : 6202-30-001
PROJECT : RMC - 620230001
HIGHWAY : IH0045
COUNTY : WALKER

TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT
ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF
----- TRANSPORTATION JUNE 1, 2004.
STANDARD SPECIFICATIONS ARE INCORPORATED
INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 432 RIPRAP

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE
----- PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED
HEREON WHEREVER IN CONFLICT THEREWITH.

SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000--1493)
SPECIAL PROVISION "DEPARTMENT DIVISION MAILING AND PHYSICAL ADDRESS"
(000---011)

SPECIAL PROVISION TO ITEM 1 (001---011)
SPECIAL PROVISION TO ITEM 2 (002---017)
SPECIAL PROVISIONS TO ITEM 3 (003---023)(003---033)
SPECIAL PROVISION TO ITEM 4 (004---013)
SPECIAL PROVISION TO ITEM 5 (005---004)
SPECIAL PROVISION TO ITEM 6 (006---030)
SPECIAL PROVISIONS TO ITEM 7 (007---213)(007---639)
SPECIAL PROVISION TO ITEM 8 (008---030)
SPECIAL PROVISIONS TO ITEM 9 (009---012)(009---015)
SPECIAL PROVISION TO ITEM 502 (502---006)

SPECIAL SPECIFICATIONS:

ITEM 6834 PORTABLE CHANGEABLE MESSAGE SIGN
ITEM 7224 REPAIR CABLE BARRIER SYSTEM <502>

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH
----- PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER
PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-
LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL
PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFI-
CATIONS FOR THIS PROJECT.

SPECIAL PROVISION

007---639

Legal Relations and Responsibilities

For this project, Item 7, “Legal Relations and Responsibilities” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 7.8. Hauling and Loads on Roadways and Structures is supplemented by the following:

D. Stockpiling of Materials. Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Article 7.14. Contractor’s Responsibility for Work, Section B. Appurtenances is voided and replaced by the following:

B. Appurtenances.

- 1. Unreimbursed Repair.** Except for destruction (not reusable) due to hurricanes, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:

- signs,
- barricades,
- changeable message signs, and
- other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are the exception to the above listing and are to be reimbursed in accordance with Section 7.14.B.2, “Reimbursed Repair.”

For the devices listed in this section, reimbursement may be made for damage due to hurricanes. Where the contractor retains replaced appurtenances after completion of the project, the Department will limit the reimbursement to the cost that is above the salvage value at the end of the project.

- 2. Reimbursed Repair.** Reimbursement will be made for repair of damage due to the causes listed in Section 7.14.A, “Reimbursable Repair,” to appurtenances (including temporary and permanent crash cushion attenuators and guardrail end treatments).

Article 7.15. Electrical Requirements, Section A. Definitions, Section 3. Certified Person is voided and replaced by the following:

3. Certified Person. A certified person is a person who has passed the test from the TxDOT course TRF450, “TxDOT Roadway Illumination and Electrical Installations” or other courses as approved by the Traffic Operations Division. Submit a current and valid TRF certification upon request. On July 1, 2010, TEEX certifications for “TxDOT Electrical Systems” course will no longer be accepted. All TRF 450 certifications that have been issued for “TxDOT Roadway Illumination and Electrical Installations” course that expire before July 1, 2010 will be accepted until July 1, 2010.

Article 7.15. Electrical Requirements, Section A. Definitions, Section 4. Licensed Electrician is voided and replaced by the following:

4. Licensed Electrician. A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license that is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on state system work.

The unrestricted journeyman and unrestricted master electrical licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.

The Engineer may accept other states’ electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:

- passing a test based on the NEC similar to that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.

SPECIAL PROVISION

008---030

Prosecution and Progress

For this project, Item 008, "Prosecution and Progress," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other requirements of this Item are waived or changed hereby.

Article 8.5. Failure to complete Work on Time. The Article is voided and replaced by the following:

The time established for the completion of the work is an essential element of the Contract. If the Contractor fails to complete the work within the number of working days specified, working days will continue to be charged. Failure to complete the Contract, a separate work order, or callout work, when specified in the Contract, work order or callout within the number of working days specified, including any approved additional working days, will result in liquidated damages for each working day charged over the number of working days specified in the Contract. The dollar amount specified in the Contract will be deducted from any money due or to become due the Contractor for each working day the Contract, work order, or callout work, remains incomplete. This amount will be assessed not as a penalty, but as liquidated damages. The amount assessed for non-site-specific Contracts will be based on the estimated amount for each work order unless otherwise shown in the Contract. The amount assessed for each callout will be as specified in the contract.

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